

TAMANY J. VINSON BENTZ, Bar No. 258600
KRISTINA FERNANDEZ MABRIE, Bar No. 318315
DLA PIPER LLP (US)
2000 Avenue of the Stars
Suite 400, North Tower
Los Angeles, CA 90067
Tel: 310-595-3000
Fax: 310-595-3300
tamany.bentz@us.dlapiper.com
kristina.fernandezmabrie@us.dlapiper.com

COLIN STEELE (*pro hac vice forthcoming*)
DLA PIPER LLP (US)
1251 Avenue of the Americas, 27th Floor
New York, NY 10020-1104
Tel: 212-335-4500
Fax: 212-335-4501
colin.steele@us.dlapiper.com

Attorneys for Plaintiff
BGC INC.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

BGC INC., a California public benefit
corporation,

Plaintiff,

v.

KIMBERLY BRYANT, an individual,
Defendant.

Case No. 3:22-CV-04801(JSC)

FIRST AMENDED COMPLAINT

- 1. Violation of Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.***
- 2. Violation of California Computer Data Access and Fraud Act, Cal. Penal Code § 502 *et seq.***
- 3. Conversion of the BGC Website**
- 4. Conversion of the BGC Domain Names**

DEMAND FOR JURY TRIAL

FIRST AMENDED COMPLAINT

Plaintiff BGC INC. (“BGC”), by and through its undersigned attorneys, brings this suit against Defendant Kimberly Bryant (“Bryant”). Plaintiff alleges:

INTRODUCTION

1. BGC is a successful public benefit corporation that advances equal representation for Black women in the science, technology, engineering, and mathematics sectors by teaching them skills in computer programming and technology, helping them hone their leadership skills, and building sisterhood. Since 2011, BGC has served approximately 30,000 students and offers programs through its chapters in 14 cities in the US and one in South Africa. BGC also partners with schools all over the country to offer after-school coding clubs, facilitate day-long workshops during school hours, and day-long “hackathons” during weekends. In total, these programs are offered in approximately 25 schools. BGC also facilitates 2-week summer camps in New York City, Oakland, Detroit, and Atlanta, where girls work on a particular project involving coding. For example, this year students explored and learned about Black artists while creating self-portraits using Javascript.

2. During the COVID-19 pandemic, BGC began offering virtual programs when programs could not be offered in-person. These events can be accessed by any student with an internet connection. The students for these virtual events would register through BGC’s website (hereinafter “BGC’s Website”), which had been located at <blackgirlsgcode.com>, <blackgirlsgcode.org>, <blackgirlsgcode.site> and <blackgirlsgcode.net> (collectively “BGC Domains”) for approximately the last decade.

3. BGC also is in the process of building out its alumni programming. BGC supports alumni with internship opportunities, interview preparation, and creating a community that allows them to lean on one another. The Alumni Portal is housed on BGC’s Website, and the Website is where alumni of BGC’s programs

1 can go for information on upcoming events, apply for scholarships offered by BGC,
2 and find out about other events for BGC alumni in their age group.

3 4. In December 2021, BGC's founder and former Chief Executive
4 Officer, Bryant, was put on administrative leave, with pay, pending an independent
5 investigation into allegations that she had engaged in significant wrongdoing
6 detrimental to the organization.

7 5. On August 12, 2022, BGC's Board of Directors held a meeting, during
8 which the independent investigator provided a report regarding the results of the
9 internal investigation. At the same meeting, a majority of the members of the Board
10 voted to terminate Bryant's employment and remove her from BGC's Board of
11 Directors.

12 6. On August 11, 2022—the day before the August 12, 2022 Board
13 meeting, which had been scheduled in June 2022—Bryant filed a lawsuit in federal
14 court against BGC, the members of the Special Committee of the Board of Directors
15 charged with overseeing the internal investigation, BGC's interim CEO, Wells
16 Fargo, and certain Wells Fargo executives, alleging, among other things, that donor
17 funds that were maintained in BGC's bank account were her personal funds and that
18 the account was her "sole proprietorship account." Many of the allegations in
19 Bryant's federal lawsuit were copied verbatim from allegations made by her in two
20 lawsuits filed in California state court in January 2022 against BGC and the
21 members of the Special Committee.

22 7. Since she was put on paid leave in December, Bryant has sought to
23 harm BGC by (among other things) refusing to relinquish control over BGC's
24 property and assets, including the administrative credentials to BGC's Website and
25 Domain Names, claiming and treating them as her own despite clear ownership by
26 the organization.

27 8. On August 12, 2022, Bryant was terminated. Days after her
28 termination, Bryant used the administrative credentials that she was no longer

1 authorized to use in order to disrupt—and potentially destroy—the BGC Website,
2 the invaluable data associated with the BGC Website, and hijack BGC’s Domain
3 Names.

4 9. Specifically, on August 17, 2022, Bryant logged into BGC’s
5 Bluehost.com account. Bluehost.com is a web hosting server used by BGC to host
6 the BGC Website. Once inside the Bluehost account, Bryant altered data and deleted
7 two user accounts from the system which caused substantial damages to the BGC
8 Website.

9 10. Immediately after deleting data in BGC’s Bluehost account, Bryant
10 caused BGC’s Domain Names, which are hosted on Register.com, to be re-routed so
11 that they directed to Bryant’s own website located at <saveblackgirlscodes.com>,
12 which displays a self-serving press release that discloses BGC’s confidential and
13 privileged information.

14 11. Bryant’s conduct left BGC without a functional website, caused critical
15 data related to the BGC website to be damaged and/or destroyed, deprived BGC of
16 its ability to use its Domain Names—which are well known by the community and
17 the only way in which many intended beneficiaries of BGC’s mission know to find
18 BGC—deprived the community and donors of any way to contact or otherwise find
19 BGC, violated federal and state statutes, and caused irreparable harm to BGC’s
20 reputation, operations, and mission in the community.

21 12. The BGC Website is integral to its operation and mission. For
22 instance, the BGC Website allows Black girls to enroll in programs and services,
23 promotes upcoming events, provides news relevant to its intended beneficiary class,
24 contains information regarding its various chapters and how to get involved, and
25 allows visitors to make donations or volunteer, both of which BGC relies on to
26 operate. Without a functioning website, BGC loses a crucial link between it and
27 intended beneficiary class it serves to the detriment of its mission.

28 13. Equally as important as the BGC Website are the BGC Domain Names.

1 A domain name is a virtual address – it is a unique human-readable identifier used
2 to locate a webpage digitally. Domain names also help establishing a website’s
3 credibility, improve brand identity and reputation, and help boost a brand’s
4 marketing efforts. In other words, the BGC Domain Names are the lifeblood of the
5 BGC Website. Without the BGC Domain Names, people cannot find the BGC
6 Website and the BGC Website cannot serve BGC’s mission in the way it was
7 intended.

8 14. Over the last decade, the BGC Domain Names, which utilize BGC’s
9 Registered Trademark, have played an important role in building and running the
10 BGC Website. The BGC Domain Names have served a variety of purposes that
11 were key to growing and maintaining BGC’s brand identity and online presence,
12 and facilitating interactions with the community, intended beneficiaries, and donors.

13 15. Without the ability to utilize BGC’s Domain Names – which are well
14 established and known in the community, have built up over a decade of good will,
15 Google search priority, and “search engine optimization” or “SEO” – the
16 community, beneficiary class, and BGC donors cannot easily find BGC on the
17 internet.

18 16. Bryant does not deny that she personally caused the BGC website to be
19 taken offline and redirected. And as of the date of this filing, BGC’s Website
20 remains non-operational and the Domain Names still redirect to
21 saveblackgirlsgirlscode.com.

22 17. Prior to commencing this action, BGC’s counsel contacted Bryant’s
23 counsel requesting that they cease this misconduct immediately, but Bryant and her
24 counsel refused.

25 18. With each day that passes, BGC has suffered, and continues to suffer,
26 immediate and irreparable harm due to the severe impediment that Bryant has
27 caused to its mission and operation, including its ability to receive donations and
28 communicate with the community through the BGC Website.

19. Bryant's conduct constitutes, at a minimum, violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.*; violation of the California Computer Data Access and Fraud Act, Cal. Penal Code § 502 *et seq.*; and conversion. DOES Nos. 2 through 10's conduct constitutes, at a minimum, breach of fiduciary duty. BGC seeks a preliminary and permanent injunction restoring BGC's access to its Domain Names and all other administrative accounts and divesting Bryant's administrative control and ownership of all Domain Names and other related accounts, compensatory damages, and punitive damages.

THE PARTIES

20. Plaintiff BGC is a public benefit corporation organized under the laws of California with its principal place of business in Alameda County, California.

21. Bryant is an individual residing in Alameda County, California.

JURISDICTION AND VENUE

22. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331. The Court has supplemental jurisdiction over the remaining state law claims under 28 U.S.C. § 1367(a) because the state law claims are so related to BGC's federal claim that they form part of the same case or controversy and derive from a common nucleus of operative facts.

23. This Court has personal jurisdiction over Bryant because she is a resident of California.

24. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) because Bryant resides in this District. Venue is also proper in this District under 28 U.S.C. § 1391(b)(2) because the acts, liabilities, and events giving rise to this action occurred within this District.

FACTUAL ALLEGATIONS

BGC Owns Its Website and Domain Names

25. As described in below paragraphs, prior to August 17, 2022, BGC exclusively hosted the BGC Website at the BGC Domain Names. The BGC Website

1 content and related data was hosted with a provider called Bluehost. Relatedly, the
2 BGC Domain Names associated with the BGC Website were registered with
3 www.register.com, which in turn defines “domain name service” (“DNS”) records
4 that control what website a user is directed to when one of the BGC’s Domains is
5 entered into an internet browser.

6 26. By way of background, in or around March 25, 2011, Bryant registered
7 the domain names “blackgirlscore.com,” “blackhirlscore.net,” and
8 “blackgirlscore.org” with Register.com. Bryant registered the Domain Names with
9 the intent to build BGC under the brand “Black Girls Code”, but used her personal
10 name because, as of March 25, 2011, BGC was not an incorporated entity. Bryant
11 incorporated BGC (f/k/a Black Girls Code, Inc.) on March 23, 2012.

12 27. After purchasing the BGC Domain Names in March 2011, Bryant used
13 Register.com to host the first iteration of the BGC Website. The Website was
14 accessible through the URL <http://www.blackgirlscode.com>.

15 28. For over a decade – since March 25, 2011 – the BGC Domain Names
16 (blackgirlscore.com, blackgirlscore.org, and blackgirlscore.net) have *only* been
17 used to host the BGC Website. BGC has always had exclusive use of the DNS
18 addresses for the BGC Domain Names, the DNS records that control what website a
19 user is directed to when one of BGC’s Domain Names are entered into an internet
20 browser have always directed to the BGC Website. The DNS records have never, to
21 BGC’s knowledge, directed to any other website.

22 29. The BGC Website has always reflected the BGC name, logo, and
23 mission statement, and has always exclusively described itself as the official page of
24 BGC. The BGC Website has only been utilized to promote BGC’s mission, share
25 news about BGC, and promote various BGC events.

26 30. Further, since March 2011, the BGC Website has served as a critical
27 advertising platform for BGC’s events, fundraisers, and other promotional activities.
28 BGC’s Website often featured pictures, videos, and articles about past BGC events

1 and also provided links to various news articles highlighting BGC's work and
2 successes. From 2011 through August 17, 2022, Bryant never used the BGC
3 Website as a personal website and never used the BGC Domain Names to host
4 purely personal content, information, or posts.

5 31. In 2017, BGC began working with third-party developers to improve
6 and upgrade the design and functionality of the BGC Website. Around this time,
7 acting on behalf of BGC, Bryant set up an account with Bluehost using her then-
8 minor daughter's email account, tiedstarling@gmail.com. The account with
9 Bluehost.com was created to host the new BGC website that was designed and
10 developed by BGC and a third-party consultant utilizing WordPress. Bryant was the
11 only individual who had administrative control of the Bluehost.com account. Such
12 control granted Bryant the ability to change, delete, or otherwise alter the content,
13 functioning, or existence of the BGC Website. Upon information and belief, Bryant
14 retained exclusive control over the Bluehost account until August 31, 2022, when
15 Bryant was ordered by the Court to relinquish control of the account to BGC.

16 32. The BGC Website has always been managed and controlled by BGC,
17 and BGC employees regularly maintained, updated, and otherwise managed the
18 content on the BGC Website. Bryant and BGC employees worked together to
19 strategize on how to best leverage the BGC Website to promote BGC events and
20 increase community outreach and fundraising. BGC utilized the BGC Website to
21 garner event participation and obtain donor and participant information. BGC has
22 always exercised influence over the BGC Website.

23 33. BGC has always paid the fees associated with the Bluehost account and
24 BGC has also paid the Register.com domain name registration fees associated with
25 the BGC Domain Names.

26 34. The BGC Website, which permitted third parties to send messages to
27 and contact BGC, was also used to communicate with community members
28 interested in BGC events and actual and potential donors interested in helping BGC

1 grow. In response, community members and girls interested in BGC's learning
2 opportunities were provided with answers to their questions about BGC events or
3 directed to BGC staff or volunteers who could assist further. BGC community
4 members, intended beneficiaries of BGC's mission, and potential donors associated
5 BGC's Domain names with the BGC Website and have grown accustomed to
6 finding BGC at BGC's well-known Domain Names.

7 35. Over the last ten years, the BGC Website has directly linked to social
8 media accounts owned and operated by BGC, including Instagram, TikTok,
9 YouTube, and Twitter. And the BGC social media accounts all link back to the
10 BGC Domain Names and, by extension, the BGC Website. All of BGC's social
11 media accounts also utilize the "Black Girls Code" trademark. The BGC social
12 media pages, like the BGC Website, were also created to communicate with BGC's
13 intended beneficiaries, volunteers, potential donors, and current and potential
14 participants in BGC programming. The social media accounts, like the BGC
15 Website, have always been held out as the official BGC social media accounts.

16 36. Over the last ten years, BGC has hired and paid third-party contractors
17 to access the BGC Website and assist with the content, branding, and management
18 of the BGC Website. For example, between 2016-2017, BGC, with the help of third
19 parties, reconstructed the BGC Website. And, in or around December 2021, third
20 party vendor Numbered Studios was hired by BGC to help with branding,
21 redesigning, and reconstructing the BGC Website. Numbered Studios was paid
22 directly for its services by BGC.

23 37. Similarly, BGC has expended time and resources on digital marketing
24 campaigns and page visibility initiatives to boost the success of BGC's Domain
25 Names and Website. Specifically, BGC has invested resources in BGC's web
26 ranking (also known as "search engine optimization" or "SEO"). A website's web
27 ranking directly impacts the amount of traffic it receives: high website rankings
28 yield significantly more traffic from organic search channels than sites that do not

1 rank high. The higher a website ranks in the results for a search query, the higher the
2 chance that searchers will see and click on a website – even if they are unfamiliar
3 with the URL.

4 38. While Google and other search engines calculate their search results for
5 keywords using highly complex algorithms and well-guarded intellectual property,
6 SEO is a known method for influencing search engine rankings. BGC's highly
7 valuable SEO was not developed overnight; it is the product and result of nearly a
8 decade of work, investment of BGC resources, and directly tied to BGC's mission
9 and reputation. Specifically, BGC worked with a third-party to improve BGC's
10 Domain Name and Website ranking. This included retaining a third party digital
11 marketing expert who managed the BGC Website in ways that optimized web
12 ranking and SEO, including but not limited to:

- 13 (a) ensuring that the BGC Website was always up to date and
14 content was regularly added;
- 15 (b) monitoring the BGC Website's traffic and other metrics;
- 16 (c) optimizing the number of external pages that linked back to the
17 BGC Website from third party validators, sponsors, and the like;
- 18 (d) optimizing the use of topical keywords in text elements like meta
19 titles, meta description, and body text;
- 20 (e) monitoring the BGC Website's URL structure and overall user
21 experience;
- 22 (f) monitoring trust assigned to the BGC Website;
- 23 (g) ensuring that the BGC Website's speed and efficiency were
24 optimal;
- 25 (h) monitoring the average time spent by users on the BGC Website;
- 26 (i) monitoring how often individuals clicked on the BGC Website as
27 a search result;
- 28 (j) ensuring that the BGC Website's has link-worthy content and

descriptive links that are rich with keywords.

39. These efforts made both BGC's Website and Domain Names highly valuable to BGC.

BGC's Website and Domain Name Are Both Critical to BGC's Mission And Bryant Refused To Relinquish Control

40. BGC's ability to communicate through the BGC Website is critical to its service of the community and its intended beneficiary class. The BGC Website allows girls ages 7 through 17 to enroll in programs and services, advertises upcoming events, provides news relevant to its intended beneficiary class, contains information regarding its various chapters and how to get involved, and allows visitors to make donations and volunteer, both of which BGC relies on to operate. Without a functioning BGC Website and use of the well-known BGC Domain Names, BGC loses a crucial link between it and the population it serves to the detriment of its mission.

41. BGC's Domain Names play a critical role in BGC's ability to communicate through the BGC Website. The BGC Domain Names are comprised solely of BGC's trademark "Black Girls Code" making them easy for the community to remember and utilize. Similarly, because the BGC Domain Names are comprised solely of BGC's trademark, the Domain Names played a significant role in BGC's search engine optimization (SEO) strategy and a reason why the BGC Website was a top-ranked search result on major search engines. Individuals searching for BGC's Website could either directly input BGC's Domain Name into the search bar or could search for "Black Girls Code" in any search engine and the BGC Website would return as a top result.

42. On or about June 30, 2022, counsel for BGC brought the issue of the BGC Domain Names and Bluehost account being tied to the personal email account tiedstarling@gmail.com to the attention of counsel for Bryant and asked for Bryant's cooperation in transferring administrative control over the BGC Website

1 and Domain Names to an email address associated with and controlled by BGC.
2 Counsel for BGC followed up with counsel for Bryant again several times,
3 including on or about July 7, 8, 22, and 26, 2022. However, Bryant and her counsel
4 ignored BGC's numerous requests, and Bryant never transferred administrative
5 control of the Website to BGC.

6 43. As of the dates of each of these requests, Bryant was a paid employee
7 of BGC and a member of its Board of Directors and therefore had a duty to
8 cooperate with BGC's requests, make herself available to carry out the mission of
9 BGC during normal business hours, and act in the best interests of the organization.
10 Nonetheless, Bryant refused to fulfill BGC's reasonable request and retained
11 administrative access to the BGC Website and refused to relinquish her access.

12 44. BGC also requested that Bluehost reassign administrative privileges to
13 an email account controlled by BGC, but it was told that Bluehost would not
14 reassign an account without Bryant's cooperation or a court order.

15 45. After Bryant improperly redirected the BGC Domain Names to the
16 Redirect Website, and not knowing exactly what Bryant had done, BGC tried one
17 more time to get Bluehost to reassign its account so it could try and reinstate its
18 Website. Bluehost, again, indicated that it would not take action on the account
19 without a court order.

20 46. Though BGC did not know for certain the actions Bryant had taken, the
21 extent to which the BGC Website had been tampered with, or exactly how Bryant
22 had caused the BGC Domain Names to redirect, BGC believed that Bryant was
23 responsible for the BGC's Website being inaccessible and for the BGC Domain
24 Names being redirected because, to BGC's knowledge, only Bryant had
25 administrative credentials on the accounts necessary to redirect the BGC Domain
26 Names. As such, on August 22, 2022, BGC filed its Complaint against Bryant
27 seeking, among other things, an Order directing Bryant to restore access to the BGC
28 Website to BGC, directing Bryant to relinquish administrative control and

1 ownership of the BGC Website, and preliminarily and permanently enjoining Bryant
2 from accessing the BGC Website at the administrative level.

3 47. On August 23, 2022, BGC filed a Motion for Temporary Restraining
4 Order seeking an order from the Court enjoining Bryant and her agents or
5 representatives from altering the DNS configuration or content of the BGC Website
6 and directing Bryant and her agents or representatives to:

- 7 (a) Restore the DNS configuration that was in place prior to
8 Bryant's termination from BGC and ensure that the BGC
9 Website is functional, which may include setting the A Record to
10 162.240.6.214;
- 11 (b) Provide Bryant's administrative credentials to the Bluehost
12 account to BGC to facilitate the operation of the BGC Website;
13 and
- 14 (c) Assist BGC in the operation of the BGC Website by providing
15 any administrative credentials to any accounts necessary in the
16 operation of the BGC Website.

17 48. On August 30, 2022, the Court held a hearing on the Motion for
18 Temporary Restraining Order and ordered Bryant to cooperate with BGC in
19 restoring BGC's access to the Bluehost account that same day.

20 49. In opposition to BGC's Motion for Temporary Restraining Order,
21 Bryant submitted a declaration under penalty of perjury stating:

22 I have not "hacked into" or otherwise taken any steps to
23 access the "Bluehost server on which the BGC Website is
hosted."

24 50. Bryant further averred that she:

25 "Again, I did not access the Bluehost server, as I do not
26 have access to that account. Moreover, I did not alter,
27 damage, delete, or destroy the BGC WordPress site or any
of its content or constituent parts."

28 51. Evidence retrieved directly from Bluehost.com has proven both of

1 Bryant's assertions to be demonstrably false.

2 52. On August 31, 2022, BGC gained access to the Bluehost account.

3 **Bryant Deleted Data From The Bluehost Account And Redirected BGC's**
4 **Domain Names To A Press Release Regarding Bryant's Lawsuit Against BGC**

5 53. On or about August 17, 2022, and just days after Bryant was terminated
6 as CEO and removed from the Board of Directors, Bryant knowingly and
7 intentionally took steps to disable and tamper with data related to the BGC Website
8 and hijack BGC's Domain Names. As a result of Bryant's conduct, the BGC
9 Website was taken offline such that when visitors attempted to access it, they were
10 shown an error message and no website content. The BGC Website remained
11 offline for the duration August 17, 2022.

12 54. On August 18, 2022, when visitors attempted to access the BGC
13 Website, they were automatically redirected to another website located at
14 www.saveblackgirlscore.com (the "Redirected Website"). The Redirected Website
15 displays a press release dated August 16, 2022, purportedly issued by Bryant's
16 counsel Charles Bonner and James Johnson, a case citation to the Bryant Lawsuit,
17 and a statement rife with false and misleading statements regarding the results of the
18 internal investigation and Bryant's termination, and false and defamatory statements
19 regarding one of BGC's directors:
20
21
22
23
24
25
26
27
28

saveblackgirlscore.com

Save Black Girls CODE

Monday, August 16, 2022 FOR IMMEDIATE RELEASE

LAW OFFICES OF BONNER & BONNER

Charles A Bonner, ESQ. SB#85413
A. Cabral Bonner, ESQ. SB#247528
475 Gate Five Road, Suite 211
Sausalito, CA 94965
Tel: 415-331-3070
cabral[at]bonnerlaw.com

JOHNSON TRIAL LAW

James M. Johnston, ESQ. SB#229811
100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401
Tel: 424-272-6680
james[at]johnsontrial.com

Federal Case Details: Bryant vs. BGC, Wells Fargo, et al - NDCA Case No. 3:22-cv-04643

Black Girls CODE Founder and CEO, Kimberly Bryant, Wrongfully Terminated After Exoneration by Investigation.

OAKLAND, CA - One day after Ms. Kimberly Bryant, Founder and CEO of Black Girls CODE, filed a federal lawsuit alleging wrongful suspension and conflict of interest by board member Heather Hiles, against individual members of a self-designated "special board committee" of BGC, the members terminated Ms. Bryant's position both as a board member of the organization and as the CEO. Ms. Bryant states the termination is an unfortunate culmination of a hostile takeover initiated by Board Member Heather Hiles of the nonprofit that Ms. Bryant created from the ground up, with Hiles' ultimate desire to gain control of over \$30 million dollars in donated philanthropic funds.

55. Upon gaining access to the BGC Bluehost Account on August 31, 2022, BGC retained a forensics expert to investigate the actions taken by Bryant and begin to uncover the extent of the damage done by Bryant. The expert was able to investigate the specific actions taken by Bryant and begin to uncover the extent of the damage done by Bryant.

56. On information and belief, the actions taken by Bryant on August 17, 2022 are as follows:

- (a) On August 17, 2022, at approximately 8:39 p.m., while in Martha's Vineyard, Bryant logged into the BGC Bluehost account without authorization and altered or deleted data related to BGC's Website. Specifically, on the Bluehost landing page, Bryant selected the BGC Website WordPress account link and deleted it, which removed the BGC Website and WordPress

1 account from the Bluehost account and caused damage to the
2 BGC Website data.

3 (b) On information and belief, after accessing the Bluehost account,
4 at approximately 8:50 p.m., Bryant then accessed the
5 Register.com account where the BGC Domain Names are hosted
6 and used the sidebar options button to select the option to
7 “manage” the domains. Bryant was then presented a screen
8 where she was given the option to “transfer or move domain.”
9 After selecting the “transfer or move domain” option, Bryant was
10 presented with a screen from which she could set up “website
11 forwarding” for each domain. After selecting “website
12 forwarding” for each domain, Bryant was given the option to
13 “manage web forwarding” for each domain. Using the “manage
14 web forwarding” option, Bryant forwarded each of the BGC
15 Domain Names to the Redirected Website.

16 57. As of the date of this filing, the BGC Domain Name still automatically
17 redirects to the Redirected Website. And, further, as a direct result of Bryant’s
18 conduct in the BGC Bluehost account, BGC’s Website remains damaged and
19 unusable. From August 17 through September 9, 2022, BGC did not have a
20 functioning website and has suffered irreparable harm.

21 58. BGC was forced to create a new website from scratch and purchase a
22 new domain name to host the new website until the BGC Website and BGC Domain
23 Names are restored, and Bryant relinquishes access and administrative ownership
24 and control thereto. Unfortunately, the new website does not (and cannot) have the
25 same functionality as the BGC Website. And the new domain name does not have
26 the same web priority and SEO data that BGC spent nearly a decade establishing
27 and invaluable resources developing.

28 59. The BGC Domain Names are an SEO powerhouse. In particular, the

blackgirlscore.com/org was an SEO powerhouse. It had a high-quality backlink profile consisting of over 6,000 links. Many of these came from highly authoritative sites like the LA times. BGC hired a third-party media team conduct a cost/time assessment on what it would take to build that back up on the new site starting from scratch and estimated a timeline of 48 months and \$3,000,000. Simply put: BGC cannot, and should not have to, rebuild ten-years of work overnight.

60. Bryant's conduct and continued unauthorized control over the BGC Domain Names is also causing significant, ongoing, and irreparable harm to the value of the Domain Names and their ability to rank highly in internet searches for BGC. Because BGC's Domain Names now redirect to the Redirect Website – a page that has not been changed or updated in the past month and elicits zero engagement – the BGC Domain Names' web ranking and SEO are losing value each day that goes by.

61. Bryant's conduct has damaged and will continue to damage the goodwill associated with BGC's Domain Name, Website, and BGC's online presence, reputation, search engine optimization, web ranking, and overall value.

62. Bryant's conduct has been detrimental to BGC, its mission, and its function because Bryant has taken and withheld from BGC a core tool it needs to provide its services to the intended beneficiary class. Bryant's conduct also has caused BGC monetary damages in an amount to be determined at trial.

FIRST CAUSE OF ACTION

Violation of Computer Fraud and Abuse Act,

18 U.S.C. § 1030 *et seq.*

(Against Bryant)

63. BGC incorporates the preceding allegations as if fully set forth herein.

64. The Bluehost server on which the BGC Website is hosted and the Register.com account on which the BGC Domains are registered are a "protected computer[s]" within the meaning of 18 U.S.C. § 1030(e)(2) because it is a data

1 storage facility and/or communications facility used in or affecting interstate
2 commerce or communication.

3 65. Bryant intentionally accessed the Bluehost server on which the BGC
4 Website is hosted, and deleted data affiliated with the BGC Website. Bryant did not
5 have authorization to access the Bluehost server on which the BGC Website is
6 hosted because BGC is the only individual or entity authorized to access and make
7 changes to its own website.

8 66. Bryant intentionally accessed the register.com account on which the
9 BGC Domain Names are hosted, and redirected the BGC Domain Names. Bryant
10 did not have authorization to redirect the BGC Domain Names.

11 67. As a direct and proximate result of Bryant's conduct, BGC has
12 suffered, and will continue to suffer, loss and damage within the meaning of 18
13 U.S.C. §1030(e)(8) and (11) in excess of \$5,000 and in an amount to be determined
14 at trial, including but not limited to, impairment or damage to data caused by
15 Bryant's period of exclusive control over the BGC Website; cost and harm in
16 connection with investigation and recovery efforts to secure the restoration of the
17 BGC Website and its data; and cost and harm in connection with BGC's interruption
18 of services, such as BGC's inability to receive donations through the BGC Website
19 and inability to effectively communicate with the intended beneficiary class in
20 furtherance of its mission. BGC will continue to suffer such harm until Bryant's
21 access to Bluehost server on which the BGC Website is hosted is preliminarily and
22 permanently enjoined, and BGC's access is restored.

23 68. The law permits any person who has suffered damage or loss by reason
24 of a violation of the Act to bring a civil action against the violator for compensatory
25 damages and injunctive or other equitable relief.

26 69. In undertaking the wrongful conduct alleged herein, Bryant acted
27 willfully, intentionally, and with oppression, fraud, and malice in conscious
28 disregard of BGC's rights to the harm of BGC. BGC is therefore entitled to recover

1 punitive damages from Bryant in an amount to be determined at trial.

2 **SECOND CAUSE OF ACTION**

3 **Violation of California Computer Data Access and Fraud Act,**

4 **Cal. Penal Code § 502 *et seq.***

5 **(Against Bryant)**

6 70. BGC incorporates the preceding allegations as if fully set forth herein.

7 71. Bryant violated California Penal Code section 502(c)(1) by knowingly
8 accessing, and without permission, altering, damaging, deleting, destroying, or
9 otherwise using BGC's data in order to wrongfully control or obtain money,
10 property, or data when Bryant accessed the Bluehost server on which the BGC
11 Website is hosted and deleted data from the account that is crucial to BGC's ability
12 to operate the BGC Website.

13 72. Bryant violated California Penal Code section 502(c)(1) by knowingly
14 accessing, without permission, altering, damages, deleting, destroying, or otherwise
15 using BGC's Domain Names and associated DNS that was affiliated with the BGC
16 Website and causing the DNS to be redirected to a website established by Bryant.

17 73. Bryant violated California Penal Code section 502(c)(5) by knowingly,
18 and without permission, disrupting or causing the disruption of computer services to
19 BGC, the only user authorized to access the Bluehost server on which the BGC
20 Website is hosted.

21 74. Bryant violated California Penal Code section 502(c)(7) by knowingly,
22 and without permission, accessing or causing to be accessed the Bluehost server on
23 which the BGC Website is hosted.

24 75. Bryant violated California Penal Code section 502(c)(9) by knowingly,
25 and without permission, using BGC's Domain Names in connection with the
26 sending of one or more electronic posts and thereby damaging or causing damage to
27 BGC's data.

28 76. As a direct and proximate result of Bryant's conduct, BGC has

suffered, and will continue to suffer, damage or loss, including but not limited to, impairment or damage to data caused by Bryant's period of exclusive control over the BGC Website; cost and harm in connection with investigation and recovery efforts to secure the restoration of the BGC Website and its data; and cost and harm in connection with BGC's interruption of services, such as BGC's inability to receive donations through the BGC Website and inability to effectively communicate with the community in furtherance of its mission. BGC will continue to suffer such harm until Bryant's access to Bluehost server on which the BGC Website is hosted is preliminarily and permanently enjoined, and BGC's access is restored.

77. California Penal Code section 502(e)(1) permits the owner or lessee of data who suffers damage or loss by reason of any violation of section 502 to bring a civil action for compensatory damages, injunctive relief or other equitable relief. Section 502(e)(2) further permits the Court in such a civil action to award reasonable attorneys' fees.

78. In undertaking the wrongful conduct alleged herein, Bryant acted willfully, intentionally, and with oppression, fraud, and malice in conscious disregard of BGC's rights to the harm of BGC. BGC is therefore entitled to recover punitive damages from Bryant in an amount to be determined at trial.

THIRD CAUSE OF ACTION

Conversion – BGC's Website

(Against Bryant and DOE No. 1)

79. BGC incorporates the preceding allegations as if fully set forth herein.

80. At all times relevant herein, BGC owned and had a right to possess the BGC Website and associated Bluehost account.

81. Bryant substantially interfered with the BGC Website by knowingly or intentionally accessing the Bluehost server on which the BGC Website is hosted and altering and/or deleting critical data associated with BGC's Website and refusing to

1 return BGC's access to the Bluehost server.

2 82. As a direct and proximate result of Bryant's conduct, BGC has suffered
3 damages in an amount to be determined at trial.

4 83. In undertaking the wrongful conduct alleged herein, Bryant acted
5 willfully, intentionally, and with oppression, fraud, and malice in conscious
6 disregard of BGC's rights to the harm of BGC. BGC is therefore entitled to recover
7 punitive damages from Bryant in an amount to be determined at trial.

8 **THIRD CAUSE OF ACTION**

9 **Conversion – BGC's Domain Names**

10 **(Against Bryant and DOE No. 1)**

11 84. BGC incorporates the preceding allegations as if fully set forth herein.

12 85. At all times relevant herein, BGC owned and had a right to possess the
13 BGC Website and BGC Domain Names.

14 86. Bryant substantially interfered with the BGC Domain Names by
15 causing the DNS that was affiliated with the BGC Website to be redirected to a
16 website established by Bryant; preventing BGC from having access to the BGC
17 Domain Names which have housed the BGC Website for eleven years.

18 87. Bryant substantially interfered with the BGC Domain Names by
19 causing the DNS that was affiliated with the BGC Website to be redirected to a
20 website established by Bryant; preventing BGC from having access to the BGC
21 Domain Names which have housed the BGC Website for eleven years..

22 As a direct and proximate result of Bryant's conduct, BGC has suffered damages in
23 an amount to be determined at trial. In undertaking the wrongful conduct alleged
24 herein, Bryant acted willfully, intentionally, and with oppression, fraud, and malice
25 in conscious disregard of BGC's rights to the harm of BGC. BGC is therefore
26 entitled to recover punitive damages from Bryant in an amount to be determined at
27 trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment and relief against Defendant as follows:

1. For judgment in favor of Plaintiff and against Defendant on all causes of action in this Complaint;
2. For an Order directing Defendant to relinquish administrative control and ownership of the BGC Domain Names;
3. For an Order directing Defendant to restore access to the BGC Website to Plaintiff;
4. For an Order directing Defendant to relinquish administrative control and ownership of the BGC Website;
5. For an Order preliminarily and permanently enjoining Defendant from accessing the BGC Website at the administrative level;
6. For an Order awarding Plaintiff damages in an amount to be determined at trial;
7. For punitive and exemplary damages for all causes of action for which such damages are authorized, in an amount to be determined at trial;
8. For reasonable attorneys' fees and costs incurred herein as allowed by law; and
9. For pre-judgment and post-judgment interest at the maximum legal rate, as provided by California law, as applicable, as an element of damages which BGC has suffered as a result of Defendant's wrongful and unlawful acts; and
10. For any other and further relief that the Court may deem just and proper.

///

///

///

///

JURY DEMAND

BGC demands a trial by jury.

Dated: September 14, 2022 **DLA PIPER LLP (US)**

By: /s/ Tamany Vinson Bentz
TAMANY VINSON BENTZ
Attorneys for Plaintiff
BGC INC.